

Superlon
CBUSF 8.7.256-4 U
9-22-92

Reply to:
Allison Hiltner
U.S. EPA Region 10 (HW-113)
1200 Sixth Ave.
Seattle, Wa. 98101

RECEIVED
SEP 24 1992
SUPERFUND

EPA - Attn: HW-113
Information Request Letter

9/22/92

2.

- A. Site location: 2116 Taylor Way Tacoma Wa. 98421
Tax parcel number: 03-21-35-1-042
- B. Size and location: Located on the South East corner of intersection of Taylor Way and Lincoln street. Approx. 1/4 mile south of Hylebos waterway.
- C. Date property purchased: February 1972
- D. Current owner: Ragnar Nars, (b) (6)
Tacoma, Washington 98403.

Prior to 1972, Justus Cedar Homes conducted wood treatment as well as other operations on site. Justus Cedar Homes has since changed to Lyndal Cedar Homes and is no longer operating at this site. This site was owned by Dupont Corporation prior to Justus Cedar Homes.

3.

- A. Copy of ownership of property enclosed.
- B. Date purchased February 1972.
- C. Listed on 2-D.

4.

- A. Copy of lease enclosed.
- B. Date lease went into effect November 25, 1974

5. See map enclosed on surface drainage.

6. As far as Superlon can determine, all surface waters flow to Blair waterway, not to Hylebos waterway.

7.

- A. Location of sewer line and drain ditch - see map enclosed.
- B. Construction date of drainage ditch is unknown, but prior 1972.
- C. Sewer line was connected to city main approx. 1974
- D. As to Superlon's understanding no drainage, sewer, or storm water has access to Hylebos waterway.
- E. Superlon only uses potable water for cooling in its manufacturing process of NSF approved Poly Pipe. This excess water from the cooling tank is directed to the drainage ditch on the south side of our pipe fabrication warehouse.



F. Superlon has no knowledge of any discharge of any type of oil, or hazardous substance, pollutants or contaminants into sewer lines, drain ditch or tributaries, or to Hylebos waterway.

8. Superlon does not believe there is any way that ground water can be transported to the Hylebos waterway.

As you can see from the maps enclosed, all drainage water and excess water from pipe production is directed to flow to the drainage ditches which all are directed to the Blair waterway.

This method of drainage was started as far back as 1973 when Superlon located at this site and continues today.

9. To Superlon's knowledge, no substances have been released into the Hylebos waterway.

10. All information enclosed.

11. All information we have knowledge of is enclosed.


Donald R. Richards

Sales Manager

Superlon Plastics
2116 Taylor Way
Tacoma, Wa. 98421

ATTACHMENT

104(e) REQUEST FOR INFORMATION

Superlon Plastics

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Parcels:

0321351042: parcel tenant from 09/01/72 to present
2275200010: parcel tenant from 01/01/65 to 01/01/86
12/1/62 to 9/1/72

Facilities:

2116 Taylor Way, Tacoma, WA

Operator from 09/01/72 to present

401 Alexander Ave., Building 323, Tacoma, WA

Operator from 01/01/65 to 01/01/86
12/1/62 to 9/1/72

FEB 28 1972

Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR JUSTUS COMPANY, INC. A WASHINGTON CORPORATION*****

for and in consideration of **Ten Dollars and Other Valuable Consideration****

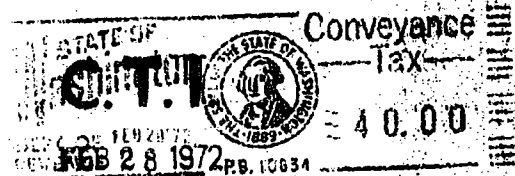
in hand paid, conveys and warrants to ***RAGNAR M. NARS, AS HIS SEPARATE PROPERTY*****

the following described real estate, situated in the County of Pierce
Washington:

, State of

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 35, Township 21 North, Range 3 East of the W. M.; thence West along the North line of said Section 113.38 feet to the Southeasterly line of Lincoln Avenue; thence South 42° 46' 54" West along the Southeasterly line of Lincoln Avenue 520.95 feet to the Southwesterly line of Taylor Way; thence continuing along the Southeasterly line of Lincoln Avenue, South 42° 46' 54" West 237.84 feet to the true point of beginning; thence continuing South 42° 46' 54" West 148.31 feet; thence South 49° 20' 06" East 390.11 feet; thence North 42° 46' 54" East 386.15 feet to the Southwesterly line of Taylor Way; thence on said Southwesterly line North 49° 20' 06" West 209.22 feet; thence on a curve to the left having a radius of 399.26 feet an arc distance of 131.84 feet; thence on a tangent South 79° 47' 34" West 0.93 feet; thence on a curve to the left having a radius of 677.55 feet an arc distance of 179.32 feet to the point of beginning.

EXCISE TAX PAID \$ 397.50
REC. NO. 367287 DATE 2-28-72
MAURICE J. TRENDS
By Blanche L. Lutz ATTORNEY



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this day of February 1972.

JUSTUS COMPANY, INC. A WASHINGTON CORPORATION

By Frank B. Lynott President.

By _____ Secretary.

STATE OF WASHINGTON,)
County of Pierce) ss.

On this 28th day of February 1972, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FRANK B. LYNOTT and _____ Secretary, respectively, of *****

to me known to be the President and
JUSTUS COMPANY, INC.**

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

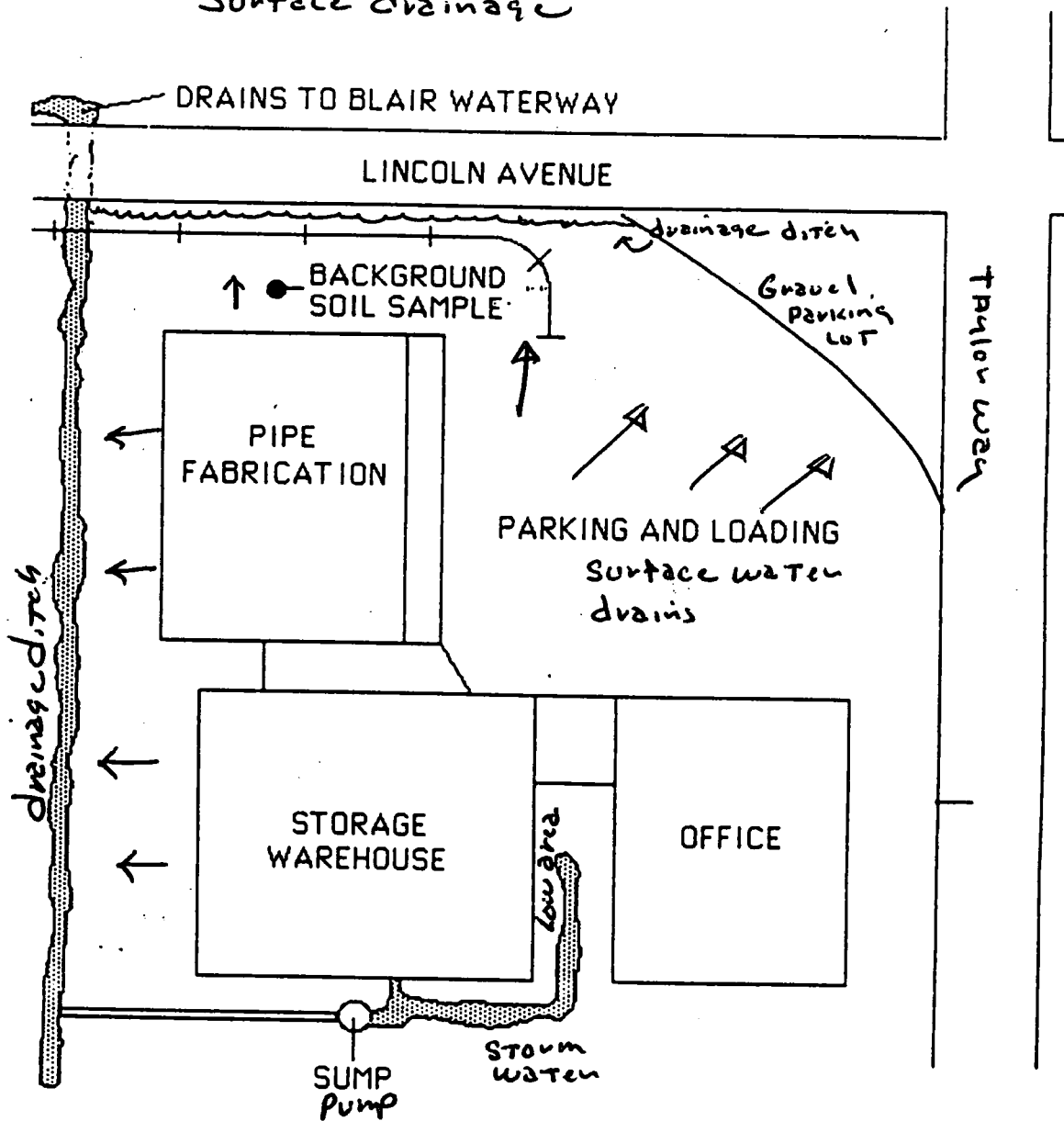
Witness my hand and official seal hereto affixed the day and year first above written

William J. Johnson
Notary Public in and for the State of Washington
residing at Tacoma



9/21/92

Surface drainage

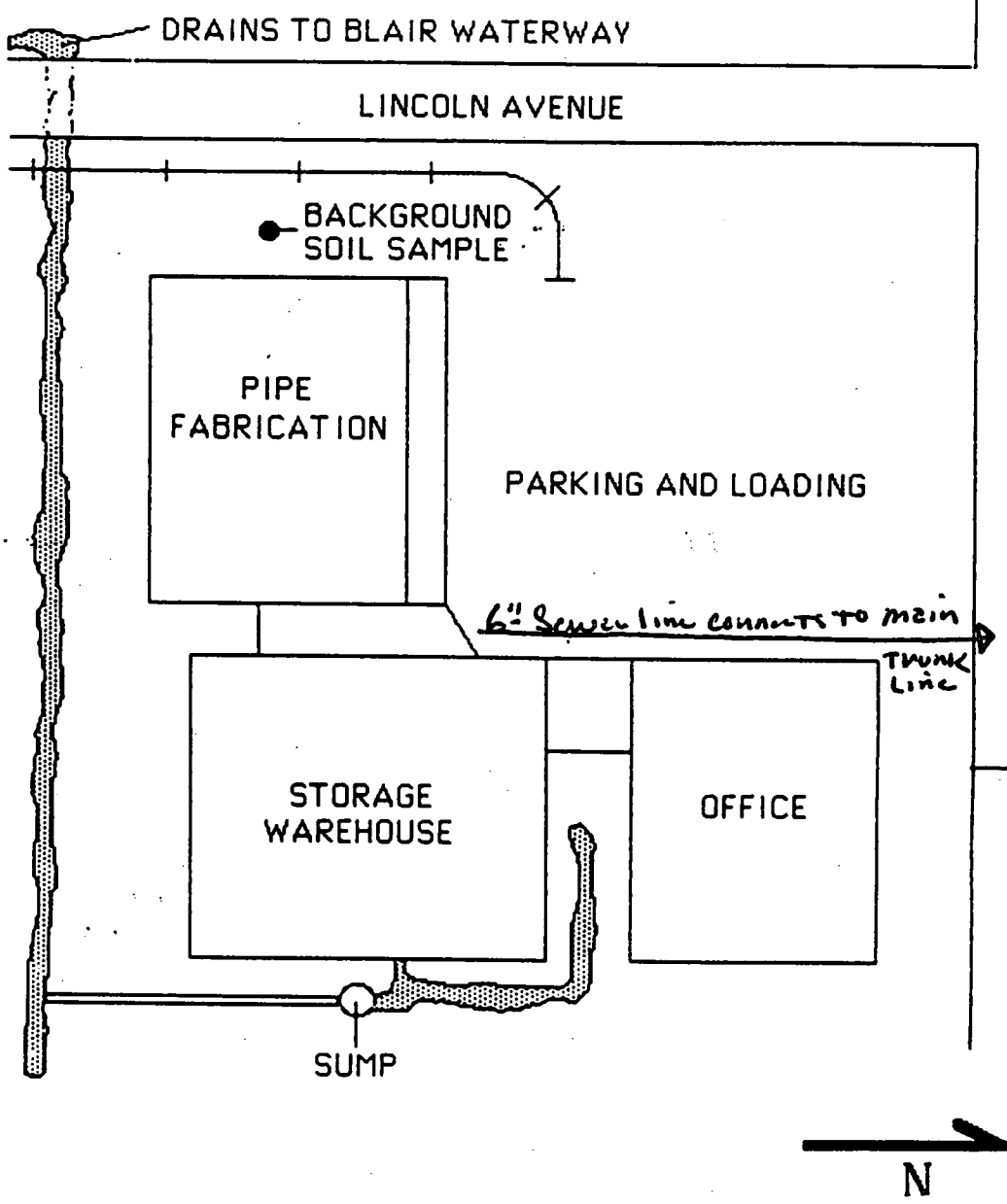


0 50 100 FT

Pump only used 2+ in rainfall Times.

9/21/92

Sewer Line map



0 50 100 FT

THIS AGREEMENT, made this 25th day of November, 1974, by and between Ragnar N. [redacted] Tacoma, Washington, the [redacted] herein, and

SUPERLON PLASTICS CO., INC.
2116 TAYLOR WAY
TACOMA, WA. 98421

the tenant herein.

WITNESSETH: The owner hereby rents to the tenant the following described area at 2116 Taylor Way, Tacoma, Pierce County, Washington, to-wit:

41,000 sq.ft. industrial bldgs.,
and 3 acres of land.

on a 40-year lease basis beginning Jan.1, 1975, at a rental of Two Thousand Six Hundred and xx/100.....DOLLARS, (\$2600.00) per month, payable in advance the 1st day of each month. The monthly rental payment is hereby agreed to be adjusted Jan.1st of every second year as per the cost of living index.

Tenant shall use the premises for:

Manufacture, storage, and sale of plastics. Tenant can pave and fence in the yard - make a loading dock - install two silos for raw material and railroad spur - all at his own expense. Should this agreement be canceled and tenant moved out, the owner Ragnar Nars hereby agrees to take over and pay the balance (not depreciated) on said improvements.

Tenant will not conduct any other or different business upon the said premises without the written consent of owner, which consent will not be unreasonably withheld.

Tenant assumes responsibility of preventing damage to plumbing in freezing weather in premises held or used, and at his expense any damage resulting from freezing conditions.

Owner reserves the right to inspect the premises at any time as to compliance with law, safety regulations and practices, and the terms of this agreement.

In case of default in any payment herein provided for to be made by tenant, it shall be lawful for owner to re-enter the premises and to remove all persons therefrom. Tenant hereby covenants, promises and agrees to pay the owner the rents herein provided for at the times and in the manner above provided for, and to be primarily responsible for the rents and covenants herein contained or subsequently agreed upon between the parties, or their assignee, should any portion of the premises herein involved be sublet or assigned to any third party.

Owner shall be free from liability to tenant for loss or damage to the building covered by this agreement and all property of tenant on the demised premises caused by fire and "Extended Coverage" hazards without regard to whether such loss or damage be the result of any act or neglect of tenant, its agents or employees. Tenant expressly waives all claims for such loss or damage.

Tenant shall be free from liability to owner for loss or damage to the building covered by this agreement caused by fire and "Extended Coverage" hazards without regard to whether such loss or damage be the result of any act or neglect of tenant, its agents or employees. Owner expressly waives all claims for such loss or

Tenant agrees to hold owner harmless as to all claims arising out of damage to the property of third parties and bodily injuries to or the death of any person or persons in or about said premises.

Tenant agrees to keep said premises in a clean and safe condition and to comply with all police, sanitary or safety laws and all applicable regulations or ordinances of all governmental bodies having authority over said premises or any part thereof.

Buildings, other than trade fixtures and equipment placed on the said premises during said tenancy, shall be deemed permanent fixtures and become the property of the owner.

The tenant hereby agrees to pay on or before Jan.1, 1975, a deposit of six months rent or Fifteen Thousand Six Hundred and xx/100.....DOLLARS, (\$15,600.00), to the owner as a Security for the performance of his obligations hereunder. Owner may, but shall not be obligated to apply said sum or a portion thereof in payment of any obligation of tenant or as reimbursement for any damage suffered on account of any breach by tenant. Any balance remaining upon termination of the lease which is in excess of any claim by owner shall be paid over to tenant.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto authorized this 25th day of November, 1974.

Owner:

Ragnar Nars
Ragnar Nars

Tenant: SUPERLON PLASTICS CO., INC.

By

Caritha Richards

Caritha Richards

Its

President

By

Don Richards

Don Richards

Its

Sales Manager